WTCI-297-P

SINCE 1808

(212) 582-6700

Tishman Realty & Construction Co. Inc.

AS AGENTS FOR THE PORT OF NEW YORK AUTHORITY
WORLD TRADE CENTER
666 FIFTH AVENUE, NEW YORK, NEW YORK 10019

PLAINTIFF'S EXHIBIT PX-545

October 14, 1969

Mr. Malcolm P. Levy
The Port of New York Authority
111 Eighth Avenue
New York, New York 10011

Re: World Trade Center - Spray-On Fireproofing
Contract WTC-113.00

Dear Mal:

I am in receipt of a copy of a directive from Ray Monti to Milt Gerstman, dated October 8th, regarding an agreement reached with the spray-on fireproofing contractor Mario & Di Bono. I am extremely disturbed over the contents of the memorandum.

1. Ray indicates that you have agreed with the contractor that the work involved in the preparation of steel to receive spray-on fireproofing is in excess of normal preparation work. We completely disagree. The general condition of the steel erected in the superstructure to date is no more scaled than what normally might be expected on any unpainted structural frame, and the work to be performed is, in our opinion, in accordance with the requirements of the contract, without additional expenditure to the Port Authority.

2. The contract document for the Towers obligates the Port Authority to designate specific locations which, in the opinion of the Engineer, are excessively scaled. Although we know of no such areas which deserve such designation, we request that you locate the specific areas which caused you to reach your conclusion, so that we may properly request the contractor's estimate

of any additional costs applicable. No credit will apply, since all additional work which you authorize, will be estimated as an extra to amounts previously included in the agreement. In view of the above contract requirements, please forward a listing locating specific areas requiring, in your opinion, cleaning in excess of the contract requirements.

3. It would be irresponsible for us to project that the cleaning of steel to be delivered and erected in the future will require an extra, since we cannot forecast the condition of the steel yet to be received. We, therefore, assume that you do not wish an estimate for additional cleaning costs beyond those applicable to the work now in place, which you will designate as "in excess of normal conditions". Please clarify this point.

As a result of your independent action, we are again at a loss as to how we can effectively function in your behalf in the role of your General Contractor. We are unable to advise or assist you when you elect, without complete and accurate knowledge of existing conditions, to make decisions relating to job and field problems. That you are privileged to do so, is unquestioned. You had, howeve as recently as September 18th directed your staff to hold no meetin or have other dealings related to job problems directly with contractors, without permitting Tishman, acting as your General Contractor, to conduct such meetings and have such dealings either, at your option, with or without Port Authority participation. Since you persist in proceeding independently in resolving job problems, as you have with Mario & Di Bono, our effectiveness in behalf of the Port Authority continues to be reduced, until now the degree of responsibility which we are able to assume with several contractors has diminished to the point where it approximates our degree of authority. We again insist that in any decisio or action related to job and field problems in which we are expected to play <u>any</u> role, we be permitted to participate in the decision reaching process. It is difficult for me to believe that you have rescinded the agreement which we reached on September 18th, an agreement in which you so wholeheartedly concurred.

I, therefore, request, in addition to the specific information requested under items 2 and 3, which information is necessary prior to our taking any action, that you confirm to us your September 18th agreement requiring the processing of all field related problems through our office.

Very truly yours,

James R. Endler
Vice President

JRE/du

cc: Mr. R. M. Monti ✓